BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

Tender No: BESCOM/2026-27/SE0464

GENERAL TERMS & CONDITIONS OF CONTRACT

VOLUME1, SECTION-III

General Terms & Conditions of Contract (GCC)

A. INTRODUCTION

1. DEFINITION OF TERMS

1.1. 'Contract' shall mean the agreement entered into between the Owner and the Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.2. 'Owner' shall mean Bangalore Electricity Supply Company, (BESCOM) and shall include its legal representatives, successors and assigns.

1.3. 'Tenderer' or 'Bidder' shall mean the party who has downloaded and submitted the Tender documents.

1.4. 'Contractor' or 'Selected Bidder' or 'Agency' shall mean the Bidder whose bid will be accepted by the Owner for the award of the contract and shall include such successful Bidder's legal representatives, successors and permitted assigns.

1.5. 'Engineer' shall mean the officer appointed by the Owner to act as Engineer from time to time for the purpose of the Contract.

1.6. 'Consulting Engineer'/'Consultant' shall mean any firm or person duly appointed as such from time to time by the Owner.

1.7. 'Works' shall mean and include all the activities to be carried out as per the detailed scope of the work.

1.8. 'Specifications' shall mean the Specifications and Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon

1.9. The term 'Contract price' shall mean the amount quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of the contract.

1.10. 'Inspector' shall mean the Owner or any person nominated by the Owner from time to time, to inspect the contract under the Contract and/or the duly authorized representative of the Owner.

1.11. ''Notice of Award of Contract'/'Letter of Award'/'Letter or Intent' shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.

1.12. 'Date of Contract' shall mean the date on which Notice of Award of Contract/Letter of Award has been issued.

1.13. 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.

1.14. A ‘Week’ shall mean continuous period of seven (7) days.

1.15. ‘Writing’ shall include any manuscript, type written or printed statement, with signature and/or seal as the case may be.

1.16. When the words ‘Approved’, ‘Subject to Approval’, ‘Satisfactory’, ‘Equal to’, ‘Proper’, ‘Requested’, ‘As Directed’, ‘Where Directed’, ‘When Directed’, ‘Determined by’, ‘Accepted’, ‘Permitted’, or words and phrases of like importance are used the approval, judgment, direction etc. is understood to be a function of the Owner/Engineer.

1.17. The term “Final Acceptance”/ “Taking Over” shall mean the Owner’s written acceptance of the contract performed under the Contract.

1.18. ‘Engineer in charge of contract’ shall mean the Engineer appointed by Owner.

1.19. Words imparting the singular only shall also include the plural and vice – versa where the context so requires.

1.20. Words imparting ‘Person’ shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.

1.21. Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.

2. APPLICATION

2.1. These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. LANGUAGE OF BID

3.1. The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder shall be in *the* ***English language*****.** Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

4. CONTRACT DOCUMENTS

4.1. The term Contract Documents shall mean and include the following, which shall be deemed to form an integral part of the Contract:

a. Bid documents.

b. Contractor’s Bid Proposal and the documents attached there to including the letters of clarifications thereto between the Contractor and the Owner prior to the Award of Contract except to the extent of repugnancy.

c. All the materials, literature, data and information of any sort given by the Contractor along with his bid, subject to the approval of the Owner.

d. Letter of Award and any agreed variations of the conditions of the documents, if any.

4.2. In the event of any conflict between the above mentioned documents, the matter shall be referred to the Chief Engineer(Ele), O & M Zone, BESCOM, Chitradurga whose decision shall be considered as final and binding upon the parties.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION

5.1. The successful Bidder shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.

5.2. The successful Bidder shall not, without the Owner's prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract.

5.3. The successful Bidder shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract or other information, concerning the services unless prior written permission has been obtained from the Owner/Employer.

5.4. Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of the Owner and shall be returned (in all copies) to the Owner on completion of the Contractor's performance under the Contract if so required by the Owner.

6. INDEPENDENT CONTRACTOR

6.1. The successful Bidder shall be an independent agency performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.

6.2. Subject to provisions of the Contract, the successful Bidder shall be solely responsible for manner in which the Contract is performed. All employees, representatives engaged by successful Bidder in connection with the performance of the Contract shall be under the complete control of the successful Bidder.

7. JURISDICTION OF THE CONTRACT

7.1. The laws applicable to the Contract shall be the laws in force in India. The Courts of Bengaluru City of Karnataka State in India, shall have exclusive jurisdiction in all matters arising under this Contract.

8. MANNER OF EXECUTION OF THE CONTRACT

8.1. The contract, unless otherwise agreed to, shall be signed within 15 days of the acceptance of the Letter of Intent, at the office of the Owner on a date and time to be mutually agreed. The successful Bidder shall provide for signing of the Contract, Performance Guarantee in duplicate, appropriate power of attorney and other requisite materials. In case the Contract is to be signed beyond the stipulated time, the Bid Guarantee submitted with the Proposal will have to be extended accordingly.

8.2. The Agreement will be signed in duplicate and the successful Bidder shall be provided with one signed original and the original will be retained by the Owner.

8.3. Subsequent to signing of the Contract, the Contractor at his own Cost shall provide the Owner the number of true Bounded Copies of Contract documents as desired by the contract issuing officer, within thirty (30) days after the signing of the Contract.

9. ENFORCEMENT OF TERMS

9.1. The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have under the Contract.

10. COMPLETION OF THE CONTRACT

10.1. Unless otherwise terminated under the provisions of any other relevant clause, the contractual (Engagement) period from date of issue of DWA shall be 12 months for which the required services are to be provided, unless extended during the course of the contract. The contract period may be extended for a period of one year at the discretion of BESCOM, based on the satisfactory performance of the agency, if required.

Incase, the Contract Order is extended for further period, then the existing contract agreement is deemed to have been extended with same terms and conditions as mentioned in the agreement.

B. GUARANTEES & LIABILITIES

11. TIME – THE ESSENCE OF THE CONTRACT

11.1. The timelines for providing the services of required manpower services as detailed in the scope of the contract and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work in stipulated timelines.

12. TERMS AND CONDITIONS

12.1. In the interest of BESCOM services, the total requirements of manpower services on contract basis under the subject enquiry may vary. However, such changes will be as per the provisions of KTPP Act.

12.2. The details of offices for which the manpower services needs to be provided, shall be provided to the successful bidder along with the Letter of Intent.

12.3. In case the Bidder, sub-let the tender to other contract agency, such Bidder will be rejected by giving 7 days' notice. Any loss on account of such acts to BESCOM shall be borne entirely by the agency itself.

12.4. This contract is for a period of one year. In case of any unsatisfactory situations BESCOM has the right to cancel the award without giving any notice. Contact agency and its employees has no right to disclose any technical secrecy, Commercial secrecy and Social secrecy of BESCOM to others. The Chief Engineer(Ele), O & M Zone, BESCOM, Chitradurga has full rights to accept or reject the manpower service provided by the agency.

13. EFFECTIVENESS OF THE CONTRACT

13.1. The Contract shall be considered as having come into force from the date of the notification of award unless otherwise provided in the notification of award.

14. TAXES, PERMITS & LICENCES

14.1. The Contractor shall be liable and pay all taxes, duties, levies lawfully assessed against the Owner or the Contractor in pursuance of the Contract.

14.2. No claim for any increase towards the Statutory Variation regarding enhancement of existing Tax or Duty or introduction of a new Tax or Duty or variation in EPF / ESI applicable shall be entertained by the owner during the Contract period /Extension period of contract, if any.

14.3. The Owner will deduct Taxes applicable at Source as per applicable law from the proceeds payable to the Contractor.

15. LIMITATION OF LIABILITIES

15.1. The final payment by the Owner by releasing the Contract Performance

Guarantee in pursuance of the Contract shall mean the release of the successful Bidder from all his liabilities under the Contract. Such final payment shall be made only at the end of the contract period, and till such time as the Contractual liabilities and responsibilities of the successful Bidder, shall prevail. All other payments made under the Contract shall be treated as on-account payments.

16. ENGINEER'S DECISION

16.1. In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the certificates, the Engineer shall, if required to do so by the successful Bidder, give in writing a decision thereon.

16.2. If, in the opinion of the successful Bidder, a decision made by the Engineer is not in accordance with the meaning and intent of the successful Bidder, the successful Bidder may file with the Engineer, within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer's decision and the decision shall become final and binding.

16.3. The Engineer's decision and the filing of the written objection thereto shall be a condition precedent to the right to request arbitration. It is the intent of the Agreement that there shall be no delay in the execution of the works and the decision of the Engineer as rendered shall be promptly observed.

17. CHANGE OF QUANTITY

17.1. As per the provisions of KTPP Act, the tender accepting authority is ordinarily permitted to vary the finally ordered quantity, only to the extent of twenty-five percent either way of the requirement.

18. FORCE MAJEURE

18.1. If at any time during the continuance of the order, the performance, in whole or in part by either party, or any obligations under the order, shall be prevented or delayed by reasons of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, floods, execution of this order directly or act of God (hereinafter referred to as events), then provided a notice of the happening of any such event is given by either party to other by letter / fax within 48 hours from the date occurrence thereof, neither party shall be for reasons of such events be entitled to terminate this order nor shall any party have any claim for damages against the other in respect of such non-performance or delay in performance in providing services under this order shall be resumed as soon as practicable after such an event has come to an end or ceased to exist.

18.2. Only events of Force Majeure, which impedes the execution of the contract at the time of its occurrences, shall be taken into cognizance.

19. BIDDER'S DEFAULT/LIQUIDATED DAMAGES

19.1. If the successful Bidder neglect to execute the contract with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the Engineer in connection with the contract or shall contravene the provisions of the Contract, the Owner may give notice in writing to the successful Bidder to make good the failure, neglect or contravention complained of. If the successful Bidder fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Owner shall be at liberty to terminate the contract.

19.2. The Owner may accept the Services assessing the Liquidated damages for shortcomings in works against the successful Bidder as per provisions of the Scope of contract and such assessed amounts shall be deducted from the Contract price or otherwise recovered. A liquidated damages @ ½ % per week will be levied against the delay in providing the Services subject to maximum of 10% of the total contract value.

19.3. Such action by the Owner as aforesaid the termination of the Contract under this clause shall not entitle the successful Bidder to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract including guarantee period.

20. TERMINATION OF CONTRACT ON OWNER`S INITIATIVE

20.1. The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled 'Contractor's Default'. The Owner shall in such an event give fifteen (15) days' notice in writing to the successful Bidder of his decision to do so.

20.2. The successful Bidder upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Owner or purchasing activity related to the work terminated.

20.3. In the event of such a termination the successful Bidder shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.

20.4. If the successful Bidder is an individual or a proprietary concern and the individual or the proprietor dies and if the successful Bidder is a partnership concern and one of the partners dies then unless the Owner is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract the Owner shall be entitled to cancel the Contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased

Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Owner that the legal representatives of the deceased Contractor or surviving partners of the successful Bidder's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Owner shall not hold the estate of the deceased.

21. Dispute:

In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement and the decision of **Chief Engineer,O&M, CTAZ,** BESCOM, shall be final and binding on both the parties to this contract. **Any unsettled dispute shall appeal to the Managing Director, BESCOM** for mutual settlement. Further, the dispute has not been settled, subject to appropriate courts in Chitradurga jurisdiction. Any dispute between the Agency and the engaged manpower, BESCOM will not be a part and this has to be settled by the Agency himself at his own cost.

22. Risk and Cost Service: In the event, the agency fails to execute the awarded work or is not able to deliver the work of quality or within the stipulated time period, Chief Engineer, O&M, CTAZ, BESCOM, shall be at liberty to carry out pending activities or the total scope of contract through a Third Party and recover the expenses from the original agency. The Cancellation of Work contract may be either for whole or part of the Work contract, and will be at the Chief Engineer, O&M, CTAZ, BESCOM option. However, before such cancellation, the Chief Engineer, O&M, CTAZ, BESCOM, shall give one month to the agency for taking corrective action.

Incase, the service provider does not take necessary corrective action to the satisfaction of the Chief Engineer, O&M, CTAZ, BESCOM, within the said period of one month, Chief Engineer, O&M, CTAZ, BESCOM, shall be at liberty to terminate the Work contract in part or whole. Chief Engineer,O&M, CTAZ, BESCOM, may avail, upon such terms and in such manner, as it deems appropriate, services similar to those so terminated. The service provider shall be liable to the BESCOM for any losses, excess costs for such/similar services, provided that the service provider should continue the performance of the Work contract to the extent not terminated under the provisions of this clause. If in the opinion of Chief Engineer, O&M, CTAZ, BESCOM, the service provider is not be able to correct the fault even after notice, and the Chief Engineer, O&M, CTAZ, BESCOM, may terminate the Work contract at the risk and cost of the service provider.

23. Corrupt or Fraudulent Practices

23.1. BESCOM requires that successful agency observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the

BESCOM:

(a) defines, for the purposes of this provision, the terms set forth as follows :

(i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the BESCOM, and includes collusive practice among Tenderers either prior to or after tender submission, designed to establish tender prices at artificial non-competitive levels and to deprive the BESCOM of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) an action may be initiated to debar the Tenderer from participating in the Tender or executing the Contract if it is determined that the firm has engaged in corrupt or/and fraudulent practices in competing for, or in executing, a Government contract in question.

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